

AHL Loan Number	AHL's Data File Misrepresentations as of March 16, 2007	Actual Loan Status as of March 16, 2007
510287448	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$264,000.00	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
512270288	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$304,000.00	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
510287491	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$231,276.25	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
604074822	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$328,636.10	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
512206808	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$508,565.25	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
8887280589	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$89,494.80	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
604038938	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$219,759.68	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
603072563	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$407,732.83	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
512239623	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$524,000.00	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property

AHL Loan Number	AHL's Data File Misrepresentations as of March 16, 2007	Actual Loan Status as of March 16, 2007
605082343	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$348,701.62	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
606273087	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$592,000.00	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
603318176	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$499,856.36	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
8884821914	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$72,000.00	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
607170680	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$323,822.98	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
509194416	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$421,981.03	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
511162377	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$459,998.83	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
604194766	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$369,173.62	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
608300519	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$560,000.00	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property

AHL Loan Number	AHL's Data File Misrepresentations as of March 16, 2007	Actual Loan Status as of March 16, 2007
8887834617	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$500,000.00	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
507198917	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$111,815.48	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
605196418	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$568,000.00	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
605251831	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$200,000.00	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
510170439	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$234,400.00	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
607140373	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$371,711.34	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
610168169	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$607,581.57	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
611309041	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$750,000.00	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
511162076	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$315,831.97	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property

AHL Loan Number	AHL's Data File Misrepresentations as of March 16, 2007	Actual Loan Status as of March 16, 2007
612067499	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$232,000.00	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
612055659	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$197,882.81	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
610026521	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$174,967.71	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
511046706	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$496,000.00	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
511148739	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$412,000.00	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
511022534	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$593,934.46	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
511232129	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$199,863.46	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
602286092	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$579,596.80	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
603027971	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$279,380.03	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property

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701050986	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$169,200.00	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
701082977	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$305,000.00	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
601269055	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$31,970.10	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
8889555358	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$59,593.72	High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because Texas 3% Equity cap violated. Litigation pending as of April 23, 2008.
602155730	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$82,141.64	High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because Cook County APR Threshold exceeded (10.59% allowed / 11.424% actual); Cook County Fee Threshold exceeded (\$4120 allowed / \$4280 actual).
603318592	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$89,851.81	High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because Cook County APR Threshold exceeded (11.110% allowed / 11.669% actual).
605172749	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$199,660.46	High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because Cook County APR Threshold exceeded (11.260% allowed / 11.996% actual); Chicago City APR Threshold exceeded (11.260% allowed / 11.996% actual).
609064975	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$251,114.05	High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because Texas 3% Equity Fee Threshold exceeded (\$7560 allowed / \$7792.30 actual). Borrower Benefit test failed.

AHL Loan Number	AHL's Data File Misrepresentations as of March 16, 2007	Actual Loan Status as of March 16, 2007
610097922	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$161,901.12	High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because Cook County APR Threshold exceeded (10.92% allowed / 11.6% actual); Cook County Fee Threshold exceeded (\$8100 allowed / \$11285.80 actual).
610276386	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$494,405.90	High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because State (MA) APR Threshold exceeded (7.42% allowed / 9.085% actual).
610308099	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$101,914.07	High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because Texas 3% Equity Fee Threshold exceeded (\$3060 allowed / \$4848.95 actual); Borrower Benefit test failed.
611298143	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$63,924.17	High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because Texas State Extension of Credit form is missing; Funding date before rescission period ended; Texas 3% Equity test failed.
612042716	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$151,868.49	High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because Georgia fees limit exceeded (\$7334.01 allowed / \$7430.35 actual); Borrower Benefit test failed.
612149184	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$140,215.27	High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because Cook County APR Threshold exceeded (10.72% allowed / 11.377% actual).
612183323	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$88,756.31	High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because Cook County APR Threshold exceeded (10.72% allowed / 11.598% actual); finance charge outside allowable tolerance.
701118839	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$152,121.92	High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because Cook County APR Threshold exceeded (10.72% allowed / 11.644% actual); Chicago City APR Threshold exceeded (10.72% allowed / 11.644% actual).

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701120675	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$139,939.78	High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because Missing Final HUD-1; CA fee threshold exceeded (\$7964.79 allowed / \$8446.80 actual).
701129782	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$82,800.00	High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because Cook County APR Threshold exceeded (10.72% allowed / 11.631% actual); Chicago City APR Threshold exceeded (10.72% allowed / 11.631% actual).
702081413	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$148,000.00	High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because Georgia fees limit exceeded (\$7181.79 allowed / \$7675.48 actual).
8886777601	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$45,468.34	High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because Texas 3% Equity Fee Threshold exceeded (\$1368 allowed / \$2261.10 actual); effective APR limit exceeded (12.211% allowed / 12.572% actual); finance charges limit exceeded (\$120,822.64 allowed / \$121,955.67 actual); grace period of ten days below state minimum of fifteen.
8887159841	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$64,529.43	High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because Failed federal fee threshold (\$4786.04 allowed / \$4923.75 actual) and FL fee threshold (\$4786.04 allowed / \$4923.75 actual).
610108677	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$29,836.85	High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because Texas 3% Equity Fee Threshold exceeded (\$2498.50 allowed / \$2899.00 actual).
607149585	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$17,524.12	High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because Federal HOEPA APR violation (Max Difference between Treasury Rate and APR 10.0 % / 10.316% actual); State APR violation (Max Difference between Treasury Rate and APR 10.0 % / 10.316% actual).

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608151768	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$65,046.59	High Cost / Predatory Loan Law Violation of Section 7.02(xxxiv) of Loan Purchase Agreement Because Texas 3% Equity Fee Threshold exceeded (\$5936 allowed / \$5870.38 actual).
601245661	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$23,919.19	No Mortgage Loan or Income Stream; Lien Extinguished Prior to Purchase.
601180854	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$18,746.57	No Mortgage Loan or Income Stream; Lien Extinguished Prior to Purchase.
604139553	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$33,000.00	No Mortgage Loan or Income Stream; Lien Extinguished Prior to Purchase.
511306369	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$73,973.55	No Mortgage Loan or Income Stream; Lien Extinguished Prior to Purchase.
510319314	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$93,834.13	No Mortgage Loan or Income Stream; Lien Extinguished Prior to Purchase.
8886598585	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$22,982.75	No Mortgage Loan or Income Stream; Lien Extinguished Prior to Purchase.
511092856	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$92,966.76	No Mortgage Loan or Income Stream; Lien Extinguished Prior to Purchase.
510252392	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$80,924.52	No Mortgage Loan or Income Stream; Lien Extinguished Prior to Purchase.

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8885962469	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$32,781.00	No Mortgage Loan or Income Stream; Lien Extinguished Prior to Purchase.
508083903	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$79,856.34	No Mortgage Loan or Income Stream; Lien Extinguished Prior to Purchase.
8886824379	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$24,988.56	No Mortgage Loan or Income Stream; Lien Extinguished Prior to Purchase.
8886964183	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$40,587.31	No Mortgage Loan or Income Stream; Lien Extinguished Prior to Purchase.
8886881007	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$69,982.87	No Mortgage Loan or Income Stream; Lien Extinguished Prior to Purchase.
508082920	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$268,500.00	No Mortgage Loan or Income Stream; Lien Extinguished Prior to Purchase.
8886734115	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$78,520.00	No Mortgage Loan or Income Stream; Lien Extinguished Prior to Purchase.
8886949499	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$15,974.22	No Mortgage Loan or Income Stream; Lien Extinguished Prior to Purchase.
408278660	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$167,096.85	In litigation concerning borrower's claims for rescission and Truth in Lending Act violations.

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609146047	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$589,500.00	Unreleased mortgages threaten title; in litigation concerning borrower's claims for Truth in Lending Act violations.
111076102	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$62,400.00	No Collateral.
8884798153	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$140,000.00	Loan paid in full prior to purchase.
511011395	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$86,949.85	Loan is actually 3 rd lien not 2 nd as purchased.
510170527	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$357,641.57	Seller impaired right to foreclose after sale.
508257891	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$742,500.00	In litigation concerning borrower's claims for fraudulent origination.
8883207271	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$412,000.00	In litigation concerning borrower's claims for fraudulent origination.
701300030	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$325,000.00	In litigation concerning borrower's claims for fraudulent origination.
701300029	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$975,000.00	In litigation concerning borrower's claims for fraudulent origination.

83. The below chart reflects 247 of the 253 loans that were not listed on the original Loan Data File but were nevertheless transferred to Citigroup. This transfer of loans is in direct violation of Section 18 of the Confirmation Letter which specifically provides that "[n]o loan substitutions are allowed without the Purchaser's explicit approval."

AHL Loan Number	Unpaid Principal Balances as of November 13, 2007
701037189	\$552,000.00
604172123	\$200,321.73
611068208	\$46,978.38
607170913	\$187,729.06
511079049	\$307,624.72
612229418	\$65,000.00
605252117	\$485,860.38
602090988	\$555,436.28
605240805	\$149,600.00
701299360	\$325,000.00
612012112	\$462,339.68
612079863	\$79,970.68
607137594	\$59,950.93
702068491	\$76,000.00
612283204	\$257,674.23
605117787	\$114,235.51
412157722	\$153,050.26
512018520	\$46,452.24
612126067	\$348,750.00
512096377	\$148,505.92
603206024	\$233,492.11
602285201	\$100,976.85
611068114	\$184,710.49
611138584	\$1,200,000.00
501284041	\$376,931.04
611106426	\$109,342.33
605106122	\$99,980.00
606285034	\$48,977.40
701037628	\$82,441.76
701311635	\$200,000.00
604250567	\$385,000.00
507190010	\$98,381.02
602144101	\$57,726.83

AHL Loan Number	Unpaid Principal Balances as of November 13, 2007
701106190	\$50,600.00
611068260	\$42,828.66
607183206	\$84,898.54
511229860	\$180,000.00
607126683	\$186,932.30
606163232	\$103,500.00
602155443	\$295,080.34
509124800	\$71,936.01
702136074	\$92,000.00
611070528	\$193,648.27
611285099	\$112,955.00
611165293	\$195,782.74
612055685	\$142,873.83
701038783	\$211,360.95
611117584	\$151,032.27
612149296	\$149,361.53
701187455	\$357,400.00
612125175	\$123,882.34
612260996	\$210,000.00
611013200	\$445,125.72
612126409	\$130,984.28
611207780	\$199,607.14
612183266	\$173,822.59
612183751	\$299,327.10
611222311	\$111,692.74
701107880	\$204,000.00
612012078	\$139,858.33
604128092	\$385,934.24
612138547	\$173,853.82
610239047	\$158,776.28
612138558	\$528,500.00
612294640	\$157,850.08
612148826	\$152,000.00
612283907	\$233,783.27
612114259	\$128,404.63
611141507	\$183,837.65
611037128	\$115,836.10
612161940	\$363,841.22
611153037	\$79,491.49
612282961	\$333,600.00
611140518	\$319,744.10

AHL Loan Number	Unpaid Principal Balances as of November 13, 2007
611095017	\$237,117.68
611164080	\$195,822.81
701120988	\$250,202.96
605082381	\$71,000.00
611300140	\$104,714.62
607171768	\$71,784.37
611222996	\$271,748.07
609119796	\$78,319.50
611152709	\$225,805.41
611036669	\$139,617.22
612228976	\$496,000.00
612229247	\$107,797.97
612082068	\$114,896.04
612294838	\$235,791.78
701038246	\$116,610.38
611140379	\$239,800.00
612070530	\$205,876.51
612282823	\$115,572.85
612282824	\$21,690.00
612195099	\$85,655.41
611297949	\$134,755.24
608243724	\$31,438.32
612114335	\$95,546.40
611286828	\$95,946.18
611083685	\$187,659.16
609144816	\$253,376.89
612193877	\$362,033.07
612182539	\$383,661.20
612140426	\$143,000.00
701152382	\$271,748.07
612205607	\$312,000.00
611176791	\$97,200.00
611297180	\$491,200.00
612182637	\$149,707.67
611036174	\$455,000.00
612149203	\$250,249.50
612067601	\$284,444.56
612079379	\$199,760.23
612294330	\$157,870.49
701175816	\$215,290.54
701037774	\$360,649.12

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612195480	\$229,771.03
611297934	\$89,712.96
611153989	\$129,808.00
611095791	\$349,659.82
602232018	\$267,129.02
612205628	\$103,880.15
702081980	\$88,500.00
612079300	\$287,000.00
611222414	\$164,847.17
611083569	\$191,668.45
612070492	\$220,790.30
701083856	\$147,360.04
510241187	\$452,000.00
612068249	\$224,806.28
612068622	\$149,489.69
611298910	\$167,844.39
611140612	\$101,753.10
611210278	\$90,000.00
612150987	\$565,152.87
612151352	\$170,080.00
701162901	\$189,794.10
611298213	\$234,282.80
701040218	\$216,753.08
608164248	\$148,147.88
611273712	\$403,660.58
611176384	\$352,328.36
612218131	\$295,000.00
601069364	\$119,369.14
603273631	\$220,639.22
611036522	\$46,213.22
606306661	\$190,906.04
509162398	\$175,894.49
603284146	\$131,702.91
612137480	\$62,619.00
604105627	\$53,970.50
610264780	\$104,458.47
701107740	\$262,400.00
612068197	\$254,000.00
610097761	\$64,835.72
701038667	\$133,008.98
612206425	\$980,000.00

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609088638	\$502,549.81
701095340	\$519,847.53
609188651	\$156,419.26
608198312	\$99,640.99
610040738	\$259,005.45
702056241	\$255,000.00
612125461	\$344,000.00
612218733	\$148,618.75
611139757	\$286,000.00
701186511	\$115,000.00
611208279	\$199,505.30
611273216	\$267,570.09
602144779	\$198,750.00
608095468	\$278,750.64
610097255	\$350,000.00
606072782	\$211,799.62
511174813	\$112,515.16
606152484	\$243,708.00
605051271	\$298,952.72
606141188	\$96,826.18
608140876	\$69,876.39
601057299	\$60,973.48
511078074	\$191,893.54
511078075	\$47,957.26
508038118	\$46,800.00
503092708	\$24,838.50
604194697	\$80,644.35
604140702	\$58,769.74
701083558	\$324,000.00
511148740	\$102,959.06
701040058	\$93,645.76
512085182	\$497,112.77
612055476	\$123,887.90
608119189	\$85,715.52
612193845	\$141,868.48
611211462	\$153,231.77
608220262	\$99,949.92
612182985	\$208,000.00
701040541	\$103,920.00
611012305	\$117,271.47
701038747	\$280,000.00

AHL Loan Number	Unpaid Principal Balances as of November 13, 2007
612044265	\$339,714.36
612149224	\$281,374.80
610252987	\$499,579.93
612294675	\$105,910.94
612149365	\$438,859.25
611300000	\$115,599.50
702025594	\$176,000.00
702025595	\$44,000.00
610194089	\$419,718.18
608232705	\$279,000.00
702201431	\$168,000.00
702201432	\$42,000.00
612042537	\$144,000.00
702147432	\$36,400.00
702147431	\$145,600.00
510218256	\$46,000.00
609134079	\$100,000.00
611309109	\$91,879.23
608300394	\$275,026.90
602102204	\$166,717.27
702081321	\$328,000.00
608072616	\$156,681.24
9142119	\$13,900.00
8884896478	\$417,571.58
8885466347	\$168,000.00
11704269	\$49,702.32
208017282	\$33,596.34
9910050558	\$48,491.85
8884199097	\$137,600.00
8889550305	\$74,119.17
8885713185	\$304,000.00
8887333230	\$111,647.15
8885195318	\$21,977.76
8887635196	\$221,250.00
8888298226	\$71,891.38
8887136666	\$111,000.00
8887120181	\$26,725.14
8885727532	\$24,442.37
8887919251	\$398,598.43
8885221486	\$28,701.19
8885376694	\$23,546.77

AHL Loan Number	Unpaid Principal Balances as of November 13, 2007
308080841	\$72,748.07
8886814941	\$360,938.47
8885290614	\$49,864.18
8886012959	\$32,000.00
402057949	\$90,309.06
7202726	\$59,107.99
208225444	\$16,900.00
8888302176	\$335,643.90
8888181667	\$27,000.00

84. The below chart reflects the six loans that were not on the original Loan Data File, but were nevertheless improperly transferred to Citigroup and were, in addition, materially defective. Five of the loans are in REO status and one is in litigation.

AHL Loan Number	AHL's Data File Misrepresentations as of March 16, 2007	Actual Loan Status as of March 16, 2007
602285200	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$403,892.37	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
511295368	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$503,562.74	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
603152491	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$394,820.54	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
605049912	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$343,859.56	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property
511306368	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$295,837.97	No Mortgage Loan or Income Stream Because Asset Already Converted to Real Estate Owned Property

602219937	Valid and Existing Mortgage Loan in Compliance with Loan Purchase Agreement and Confirmation Letter and with Unpaid Principal Balance of \$756,000.00	In Litigation Concerning Borrower's Claims for Fraudulent Origination (Luft Loan)
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85. Defendant was obligated to disclose to Plaintiff the fact that the Subject Assets were afflicted by the foregoing and other material infirmities. In fact, based upon Defendant's access to and knowledge of the loan files, it would be unreasonable for Defendant to believe that the Subject Assets satisfied the Mortgage Loan Pool characteristics and should have been sold to Plaintiff in the first place.

Remedies for the Contractual Breaches and Fraudulent Misrepresentations Described Above Were Not Intended By the Parties to be Limited to the Hold Back

86. Under the express terms of the Confirmation Letter, Citigroup's contractual remedies for breaches of certain of the representations and warranties were to come from the Hold Back, an amount held back from the purchase price which was equal to 1.5 percent of the Mortgage Pool. But what was contemplated between the parties to the Agreements was that a price adjustment would be made to each of the loans contained with the Mortgage Pool and contained within the Data File based upon post-closing due diligence which would focus upon the market value of the property (*e.g.*, loan to value ratios) or the credit risk of the borrower. This price adjustment was to account for the fact that the rescue nature of the transaction did not permit time for pre-closing due diligence.

87. There was no expectation among those persons who negotiated this transaction that over a hundred of the purported loans did not exist or that the Hold Back amount was to be used to remedy such a significant misrepresentation contained within the Data File. Indeed, the express terms of the Confirmation Letter, stating that the Mortgage Loans will substantially conform to the pool characteristics as set forth on the Data File, belie any such claim.

88. The March 15, 2007 three-page memorandum agreement between Plaintiff and Defendant (the "Memorandum Agreement") illustrates that there was no understanding that some of the mortgage loans may have been previously foreclosed. The Memorandum Agreement, which is signed by Plaintiff and Defendant, states loan level and appraisal due diligence would be conducted and that "[a]ny declines in the due diligence process will be re-priced and any re-price adjustments will be deducted from the holdback. The seller will not be responsible for any amount of re-price in excess of Hold-Back."

89. The Memorandum Agreement evidences an unmistakable intent that the contractual Hold Back of 150 basis points (1.5 percent) of the purchase price was not expected to place a limitation upon damages in the event that some of the loans did not exist or were otherwise misrepresented in the Data File. As shown above, the outstanding unpaid principal balance for the Mortgage Loans that were non-existent or materially deficient amounts to nearly \$84 million. The Hold Back was to account for due diligence analysis concerning market value of the homes and/or the credit risk of the borrowers – issues that would have affected the securitization of the Mortgage Loan Pool, and in turn, the price Plaintiff would have paid for a given Mortgage Loan. The Hold Back was not meant to account for any issue as fundamental as the existence of the Mortgage Loan itself or whether Plaintiff would have purchased it at all. The Hold Back was not intended to limit Defendant's liability, either in contract or in tort, for materially false and misleading representations contained within the Confirmation Letter and its accompanying Data File.

90. Indeed, that there was no expectation that the Hold Back would work a windfall to Defendant is manifest by analysis of a separate provision of the Memorandum Agreement, which provided that Citigroup would also be permitted to use \$10 million of the Hold Back to

extinguish prior debts that Defendant owed to Plaintiff. In other words, at \$41.535 million, the Hold Back was envisioned by the parties to be at least \$10 million more than would be necessary to account for due diligence re-pricing, not as a limitation that could be used by Defendant to move worthless, and expensive, assets off of Defendant's balance sheets and onto Plaintiff's balance sheets.

91. Neither was there an expectation that Citigroup would buy REO Property. In March 2007, Citigroup was well aware that, as a subsidiary of a National Bank, the National Bank Act (12 U.S.C. § 29) forbade Citigroup from purchasing, holding or conveying real estate under most circumstances, which included the circumstances of this transaction. As such, it was certainly not contemplated by Citigroup that it would accept from Accredited over a hundred parcels of foreclosed-upon real property, as opposed to valid and enforceable mortgages and notes and the right to receive their principal and interest payments. Accredited's view of the transaction – that the transfer of such properties was in any way anticipated – would therefore have represented an unlawful and unenforceable contract.

92. Tellingly, Defendant did not send Plaintiff "REO Property" files or trust receipts indicating that over a hundred of the transferred Assets were REO Properties. Rather, Defendant sent Plaintiff the old "loan" files for these Assets, and held out these Assets as existing Mortgage Loans even when the loans had been foreclosed for several months or even years before the transfer. Defendant did so in order to unload these Assets onto Plaintiff and to induce Plaintiff to pay for them as if they really were Mortgage Loans that had a stream of income behind them. Defendant had never before sold REO Properties to Plaintiff, and Defendant understood that Plaintiff never would have knowingly purchased any Asset that was not a Mortgage Loan.

Therefore, Defendant resorted to falsely representing to Plaintiff that all of the Assets Defendant was selling to Plaintiff were Mortgage Loans.

93. Plaintiff reasonably expected that Defendant would know whether a particular Asset was a Mortgage Loan or REO Property and would not attempt to transfer the latter as part of a whole loan transaction such as the one at issue here.

94. It is not standard industry custom or market practice for a purchaser of a pool of over 15,000 Mortgage Loans to do the due diligence necessary to determine whether the Mortgage Loans within the pool still exist. Plaintiff reasonably relied upon Defendant's misrepresentations as to the continuing validity and existence of the Mortgage Loans Defendant sold.

95. The terms governing any contractual limitations reflect the parties' intent to limit damages necessary to correct for value with respect to specific breaches of representations and warranties and do not concern claims based upon the Mortgage Loans' very validity or existence.

96. Moreover, the Assets transferred to Plaintiff did not comply with the Mortgage Loan Pool characteristics, and it was only on the strength of these characteristics, represented to Plaintiff by Defendant, that Plaintiff was induced to agree to any contractual limitations upon damages. Defendant's non-compliance with the Mortgage Loan Pool characteristics did not concern technicalities or trivial matters. As set forth above, in many cases the Mortgage Loans themselves did not exist. In others, the collateral was compromised or extinguished.

97. Given the sheer number of loan deficiencies, and in particular, documents showing fraud in the origination of loans, Defendant knew or should have known of all of the material infirmities connected with the Subject Assets, as described above.

**The Hold Back Was Far Surpassed by the
Due Diligence, Market Value and Credit Risk Adjustments**

98. As it turned out, however, the number and amount of early payment defaults and other due diligence issues affecting the market value of the homes and/or the credit risk of the borrowers involved with the Mortgage Loans in the pool were much greater than Plaintiff anticipated. By mid-November 2007, it had become apparent to both Plaintiff and Defendant that the Mortgage Loan Pool transferred eight months before was worth at least \$75 million less than what Plaintiff paid for it – an amount well beyond remedy through the \$41.535 million Hold Back, increasing the amount Defendant owed Plaintiff for due diligence re-pricing from \$10 million to almost \$43.5 million

99. To date, Accredited has failed to agree to the purchase price adjustments required to remedy those breaches, and has asserted a right to receive Hold Back Amounts to which it is not entitled.

100. At an absolute minimum, Plaintiff is now entitled to a declaratory judgment that the \$41.535 million Hold Back has been exhausted and Defendant is not entitled to receive any portion of the Hold Back.

FIRST CLAIM FOR RELIEF
Declaratory Judgment

101. Plaintiff repeats and realleges each and every allegation of each and every one of the preceding paragraphs as if fully set forth herein.

102. The Mortgage Loans suffer from a number of early payment defaults, breaches of Defendant's representations and warranties, and/or credit and valuation deficiencies that render the Mortgage Loan Pool less valuable than the amount Plaintiff paid for it, thereby injuring Plaintiff.

103. The parties intended for the early payment defaults and credit and valuation deficiencies to be remedied by setting them off against a \$41.535 million (or 1.5%) Hold Back from the overall purchase price. The early payment defaults, credit and valuation deficiencies and other deficiencies implicating the Hold Back have impaired the value of the Mortgage Loan Pool by at least \$75 million, an amount well in excess of the entire \$41.535 million Hold Back.

104. Plaintiff has retained the entirety of the Hold Back.

105. Accordingly, Plaintiff is entitled to a declaration pursuant to 28 U.S.C. § 2201 that it is entitled to retain the entire amount of the \$41.535 million Hold Back, and not pay any portion of it to Defendant.

SECOND CLAIM FOR RELIEF
Breach of Contract

106. Plaintiff repeats and realleges each and every allegation of each and every one of the preceding paragraphs as if fully set forth herein.

107. The Subject Assets do not substantially conform to the characteristics of the Mortgage Loan Pool that was represented and warranted by Accredited to Citigroup when it sold the Mortgage Loan Pool to Citigroup. The Subject Assets' deficient characteristics in breach of the Agreements are detailed above and include missing and defective documentation, lost or damaged collateral, prepaid loans, extinguished or compromised liens, and questionable and non-conforming originations, as well as breaches of other specific representations and warranties.

108. By selling the Subject Assets to Citigroup as part of the Mortgage Loan Pool, Accredited breached several of the representations and warranties it made in the Loan Purchase Agreement and breached the representations contained within the Closing Confirmation Letter (1) that the Mortgage Loans conformed to the pool characteristics contained within the Data File and (2) that there would be no loan substitutions without Plaintiff's explicit approval.

109. Accordingly, Defendant Accredited is liable in an amount to be determined at trial, including but not limited to a refund of the interim servicing fee which Plaintiff paid to Defendant pursuant to the Confirmation Letter.

THIRD CLAIM FOR RELIEF
Unjust Enrichment

110. Plaintiff repeats and realleges each and every allegation of each and every one of the preceding paragraphs as if fully set forth herein.

111. Defendant has impermissibly withheld and exercised unauthorized dominion over moneys exchanged for the Subject Assets, many of which are non-existent Mortgage Loans with no value. The Confirmation Letter was entered into solely through fraudulent inducement and accordingly the moneys transferred from Plaintiff to Defendant represent a benefit received by Defendant from Plaintiff without payment.

112. Retention of the benefit of the proceeds of the sale of the Subject Assets by Defendant would be unjust under the circumstances.

113. Accordingly, Defendant has been unjustly enriched by the moneys received in exchange for the Subject Assets and Defendant must immediately disgorge any and all such moneys, profits or avoidance of loss.

FOURTH CLAIM FOR RELIEF
Fraudulent Inducement by Misrepresentation

114. Plaintiff repeats and realleges each and every allegation of each and every one of the preceding paragraphs as if fully set forth herein.

115. Upon information and belief, and in order to induce Plaintiff to agree to the sale of the Mortgage Loan Pool in accordance with the terms of the Confirmation Letter, Defendant misrepresented that the Mortgage Loans substantially conformed to the pool characteristics as set forth on the Data File.

116. As shown above by the quantity of mortgage loans which did not comport with Defendant's representations concerning the accuracy of the Data File, Defendants' representations were made knowingly or with reckless disregard for their truth.

117. Upon information and belief, Defendant's misrepresentations were made to deceive Plaintiff and to induce Plaintiff to enter into the Confirmation Letter and purchase the entirety of the Mortgage Loan Pool, including the Subject Assets.

118. Plaintiff reasonably relied upon Defendant's misrepresentations, and has been seriously damaged as a result of that reliance.

119. Accordingly, Plaintiff is entitled to rescission of the agreement set forth in the Confirmation Letter, damages in an amount sufficient to indemnify Plaintiff for the losses caused as a result of the agreement, and/or an order that Defendant must repurchase the Subject Assets at the purchase price paid for the Subject Assets and accrued and unpaid interest thereon, without regard to any Hold Back Amounts.

FIFTH CLAIM FOR RELIEF
Fraudulent Inducement by Concealment

120. Plaintiff repeats and realleges each and every allegation of each and every one of the preceding paragraphs as if fully set forth herein.

121. Upon information and belief, and in order to deceive Plaintiff and to induce Plaintiff to agree to the sale of the Mortgage Loan Pool in accordance with the terms of the Confirmation Letter, Defendant deliberately and intentionally concealed from Plaintiff a number of material facts concerning the characteristics of the Subject Assets, which facts Defendant had a duty to disclose to Plaintiff.

122. Plaintiff reasonably relied upon the accuracy and completeness of Defendant's statements in connection with the sale of the Mortgage Loan Pool, and has been seriously damaged as a result of that reliance.

123. Accordingly, Plaintiff is entitled to rescission of the agreement set forth in the Confirmation Letter, damages in an amount sufficient to indemnify Plaintiff for the losses caused as a result of the agreement, and/or an order that Defendant must repurchase the Subject Assets at the purchase price paid for the Subject Assets and accrued and unpaid interest thereon, without regard to any Hold Back Amounts.

SIXTH CLAIM FOR RELIEF
Trespass to Chattels

124. Plaintiff repeats and realleges each and every allegation of each and every one of the preceding paragraphs as if fully set forth herein.

125. Defendant has intentionally interfered with Plaintiff's use and enjoyment of certain of Plaintiff's Mortgage Loans and their proceeds, without justification or consent, and with the result that there has been harm to Plaintiff's materially valuable interest in the Mortgage Loans and/or their proceeds, and Plaintiff has been deprived of the use of the Mortgage Loans and/or their proceeds for a substantial time.

126. Accordingly, Defendant is liable for trespass to chattels, in an amount to be determined at trial.

SEVENTH CLAIM FOR RELIEF
Indemnity Under the Loan Purchase Agreement

127. Plaintiff repeats and realleges each and every allegation of each and every one of the preceding paragraphs as if fully set forth herein.

128. Section 7.03 of the Loan Purchase Agreement obligates Defendant to indemnify Plaintiff for any and all "losses, damages, penalties, fines, forfeitures, reasonable and necessary

legal fees and related costs, judgments, and other costs and expenses resulting" to Citigroup "from any claim, demand, defense or assertion based on or grounded upon, or resulting from, a breach of the Seller's representations and warranties."

129. This indemnity is applicable to each of the Subject Assets.

130. Accordingly, for each of the Assets, Plaintiff is entitled to indemnity from Defendant for any and all "losses, damages, penalties, fines, forfeitures, reasonable and necessary legal fees and related costs, judgments, and other costs and expenses resulting" to Citigroup "from any claim, demand, defense or assertion based on or grounded upon, or resulting from, a breach of the Seller's representations and warranties."

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment:

- (1) declaring that Plaintiff is entitled to retain the entirety of the Hold Back Amounts;
- (2) holding Defendant liable for its breaches of the Agreements;
- (3) requiring Defendant to repurchase the Subject Assets at the purchase price paid for the Subject Assets and accrued and unpaid interest thereon, without regard to any Hold Back Amounts;
- (4) rescinding the agreement set forth in the Confirmation Letter and awarding as damages an amount sufficient to indemnify Plaintiff for the losses caused as a result of the agreement;
- (5) awarding Plaintiff all of its damages, in an amount to be determined at trial, including but not limited to a refund of the interim servicing fee which Plaintiff paid to Defendant pursuant to the Confirmation Letter;
- (6) holding that Defendant has been unjustly enriched;

(7) indemnifying Plaintiff under Section 7.03 of the Loan Purchase Agreement for any and all "losses, damages, penalties, fines, forfeitures, reasonable and necessary legal fees and related costs, judgments, and other costs and expenses resulting" to Citigroup "from any claim, demand, defense or assertion based on or grounded upon, or resulting from, a breach of the Seller's representations and warranties";

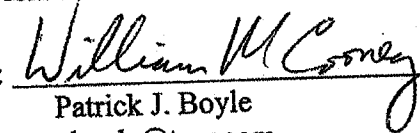
(8) awarding Plaintiff its counsel fees, interest, and costs and disbursements of this action; and

(9) awarding Plaintiff any other relief as this Court deems just and proper.

Dated: New York, New York
July 30, 2008

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Attorneys for Plaintiff

Missing and Defective Loan Documentation		
AHL Loan Number	Document	Document Status
12812806	Interim Assignment 2	Document Defective- Document Custody
12812806	Note	Document Defective- Document Custody
13254990	Note	Document Defective- Document Custody
13269451	Note	Document Defective- Document Custody
13460126	Note	Document Defective- Document Custody
13460126	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
13460126	Title Policy	Document Missing
13656855	Note	Document Defective- Document Custody
301145971	Note	Document Missing
301145971	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
301145971	Title Policy	Unrecorded Copy Stamped True/Commitment
304168880	Note	Document Missing
304168880	Recorded Mortgage	Document Missing
304168880	Title Policy	Document Missing
306193983	Note	Document Defective- Document Custody
308298982	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
310145217	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
310145217	Title Policy	Unrecorded Copy Stamped True/Commitment
401202434	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
402090388	Note	Document Defective- Document Custody
402090388	Title Policy	Unrecorded Copy Stamped True/Commitment
403043178	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
403163395	Title Policy	Unrecorded Copy Stamped True/Commitment
403230247	Note	Document Defective- Document Custody
405253656	Title Policy	Unrecorded Copy Stamped True/Commitment
406178247	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
406178247	Title Policy	Unrecorded Copy Stamped True/Commitment
408040578	Note	Document Defective- Document Custody
408040578	Title Policy	Document Missing
408200277	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
408200277	Title Policy	Unrecorded Copy Stamped True/Commitment
410155663	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
410155663	Title Policy	Unrecorded Copy Stamped True/Commitment
411083149	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
411083149	Title Policy	Unrecorded Copy Stamped True/Commitment
411110061	Note	Document Missing
411110061	Recorded Mortgage	Document Missing
411110061	Title Policy	Document Missing
411221610	Title Policy	Unrecorded Copy Stamped True/Commitment
412077418	Assn to Private Investor	Document Missing
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412077988	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
412077988	Title Policy	Unrecorded Copy Stamped True/Commitment
412103095	Title Policy	Unrecorded Copy Stamped True/Commitment
412157722	Note	Document Not Tracked
412157722	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment

412157722	Title Policy	Original in Servicing
412289171	Title Policy	Unrecorded Copy Stamped True/Commitment
501066517	Note	Document Defective- Document Custody
501066517	Title Policy	Unrecorded Copy Stamped True/Commitment
501259814	Title Policy	Unrecorded Copy Stamped True/Commitment
502100195	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
502178974	Note	Document Defective- Document Custody
502246631	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
502246631	Title Policy	Unrecorded Copy Stamped True/Commitment
503012255	Title Policy	Unrecorded Copy Stamped True/Commitment
503078580	Note	Document Defective- Document Custody
503091894	Note	Document Missing
503091894	Recorded Mortgage	Document Missing
503091894	Title Policy	Document Missing
503092708	Note	Document Not Tracked
503242251	Note	Document Defective- Document Custody
503242251	Title Policy	Unrecorded Copy Stamped True/Commitment
503242940	Title Policy	Unrecorded Copy Stamped True/Commitment
503242941	Title Policy	Unrecorded Copy Stamped True/Commitment
504043139	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
504066160	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
504066160	Title Policy	Unrecorded Copy Stamped True/Commitment
504122738	Title Policy	Unrecorded Copy Stamped True/Commitment
504257966	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
504283114	Title Policy	Unrecorded Copy Stamped True/Commitment
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505310548	Note	Document Missing
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505311078	Title Policy	Unrecorded Copy Stamped True/Commitment
506022848	Borrower POA	Document Missing
506023220	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
506023220	Title Policy	Unrecorded Copy Stamped True/Commitment
506092519	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
506147496	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
506147496	Title Policy	Unrecorded Copy Stamped True/Commitment
506173144	Title Policy	Unrecorded Copy Stamped True/Commitment
506203695	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
506216598	Note	Document Defective- Document Custody
506308325	Note	Document Defective- Document Custody
507075472	Title Policy	Unrecorded Copy Stamped True/Commitment
507143888	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
507156457	Title Policy	Unrecorded Copy Stamped True/Commitment
507187252	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
507190010	Note	Document Defective- Document Custody
507198917	Title Policy	Unrecorded Copy Stamped True/Commitment

507198918	Title Policy	Unrecorded Copy Stamped True/Commitment
507201093	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
507212383	Title Policy	Unrecorded Copy Stamped True/Commitment
507212427	Title Policy	Unrecorded Copy Stamped True/Commitment
507224019	Title Policy	Unrecorded Copy Stamped True/Commitment
507255751	Title Policy	Unrecorded Copy Stamped True/Commitment
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507281451	Note	Document Missing
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508048810	Title Policy	Unrecorded Copy Stamped True/Commitment
508049107	Recorded Mortgage	Document Defective- Document Custody
508049107	Title Policy	Unrecorded Copy Stamped True/Commitment
508050633	Note	Document Defective- Document Custody
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508083039	Note	Document Missing
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508106430	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
508117971	Title Policy	Unrecorded Copy Stamped True/Commitment
508120128	Note	Document Not Tracked
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508151388	Title Policy	Unrecorded Copy Stamped True/Commitment
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508152447	Title Policy	Unrecorded Copy Stamped True/Commitment
508153154	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
508163787	Title Policy	Unrecorded Copy Stamped True/Commitment
508176677	Note	Document Defective- Document Custody
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508233486	Title Policy	Unrecorded Copy Stamped True/Commitment
508268194	Title Policy	Unrecorded Copy Stamped True/Commitment
508302321	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
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509026019	Title Policy	Unrecorded Copy Stamped True/Commitment
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509079418	Title Policy	Unrecorded Copy Stamped True/Commitment
509079709	Title Policy	Unrecorded Copy Stamped True/Commitment
509081456	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
509082075	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
509082075	Title Policy	Unrecorded Copy Stamped True/Commitment
509093021	Recorded Mortgage	Document Defective- Document Custody
509093317	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment

509125554	Note	Document Defective- Document Custody
509125554	Title Policy	Unrecorded Copy Stamped True/Commitment
509136940	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
509137005	Borrower POA	Document Missing
509162391	Title Policy	Unrecorded Copy Stamped True/Commitment
509162398	Note	Document Missing
509162398	Recorded Mortgage	Document Missing
509162754	Title Policy	Unrecorded Copy Stamped True/Commitment
509162773	Note	Document Defective- Document Custody
509162773	Title Policy	Unrecorded Copy Stamped True/Commitment
509162814	Title Policy	Unrecorded Copy Stamped True/Commitment
509194055	Note	Document Defective- Document Custody
509194130	Title Policy	Unrecorded Copy Stamped True/Commitment
509194578	Title Policy	Unrecorded Copy Stamped True/Commitment
509206052	Note	Document Defective- Document Custody
509206052	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
509206052	Title Policy	Unrecorded Copy Stamped True/Commitment
509206425	Title Policy	Unrecorded Copy Stamped True/Commitment
509218186	Note	Document Defective- Document Custody
509218186	Title Policy	Unrecorded Copy Stamped True/Commitment
509218690	Title Policy	Unrecorded Copy Stamped True/Commitment
509263076	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
509263633	Title Policy	Unrecorded Copy Stamped True/Commitment
509263766	Title Policy	Unrecorded Copy Stamped True/Commitment
509275074	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
509275074	Title Policy	Unrecorded Copy Stamped True/Commitment
509286647	Title Policy	Unrecorded Copy Stamped True/Commitment
509286648	Assn to Private Investor	Document Not Tracked
509286648	Title Policy	Unrecorded Copy Stamped True/Commitment
509286686	Note	Document Defective- Document Custody
509286686	Title Policy	Unrecorded Copy Stamped True/Commitment
509286996	Title Policy	Unrecorded Copy Stamped True/Commitment
509287728	Title Policy	Unrecorded Copy Stamped True/Commitment
509287902	Note	Document Defective- Document Custody
509298359	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
509298359	Title Policy	Unrecorded Copy Stamped True/Commitment
509300143	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
510044830	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
510044830	Title Policy	Unrecorded Copy Stamped True/Commitment
510045051	Note	Document Defective- Document Custody
510045051	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
510045051	Title Policy	Document Missing
510067193	Note	Document Not Tracked
510067193	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
510067193	Title Policy	Unrecorded Copy Stamped True/Commitment
510067860	Title Policy	Unrecorded Copy Stamped True/Commitment
510068861	Title Policy	Unrecorded Copy Stamped True/Commitment
510100926	Note	Document Defective- Document Custody
510100926	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
510100926	Title Policy	Unrecorded Copy Stamped True/Commitment
510100946	Note	Document Defective- Document Custody

510100946	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
510100946	Title Policy	Unrecorded Copy Stamped True/Commitment
510101442	Title Policy	Unrecorded Copy Stamped True/Commitment
510113253	Note	Document Defective- Document Custody
510113594	Note	Document Defective- Document Custody
510113594	Title Policy	Unrecorded Copy Stamped True/Commitment
510124975	Title Policy	Unrecorded Copy Stamped True/Commitment
510136568	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
510136568	Title Policy	Unrecorded Copy Stamped True/Commitment
510136600	Title Policy	Unrecorded Copy Stamped True/Commitment
510138141	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
510138141	Title Policy	Unrecorded Copy Stamped True/Commitment
510148833	Assn-MERS to CMI-FNMC	Document Defective- Document Custody
510148833	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
510148833	Title Policy	Unrecorded Copy Stamped True/Commitment
510170408	Title Policy	Unrecorded Copy Stamped True/Commitment
510170439	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
510170441	Title Policy	Unrecorded Copy Stamped True/Commitment
510171126	Note	Document Defective- Document Custody
510171126	Title Policy	Unrecorded Copy Stamped True/Commitment
510171376	Title Policy	Unrecorded Copy Stamped True/Commitment
510171726	Note	Document Defective- Document Custody
510183353	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
510183353	Title Policy	Unrecorded Copy Stamped True/Commitment
510206127	Title Policy	Unrecorded Copy Stamped True/Commitment
510206305	Title Policy	Unrecorded Copy Stamped True/Commitment
510206388	Title Policy	Unrecorded Copy Stamped True/Commitment
510217999	Assn to Private Investor	Document Not Tracked
510217999	Assn-MERS to CMI-FNMC	Document Not Tracked
510217999	Title Policy	Unrecorded Copy Stamped True/Commitment
510218000	Title Policy	Unrecorded Copy Stamped True/Commitment
510218256	Note	Document Defective- Document Custody
510229748	Note	Document Defective- Document Custody
510240337	Note	Document Missing
510240337	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
510240337	Title Policy	Document Missing
510241187	Note	Document Defective- Document Custody
510241273	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
510241273	Title Policy	Unrecorded Copy Stamped True/Commitment
510251894	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
510252364	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
510252364	Title Policy	Unrecorded Copy Stamped True/Commitment
510252392	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
510252392	Title Policy	Unrecorded Copy Stamped True/Commitment
510253225	Note	Document Not Tracked
510253335	Note	Document Defective- Document Custody
510253335	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
510275701	Note	Document Not Tracked
510276010	Title Policy	Unrecorded Copy Stamped True/Commitment
510276767	Recorded Mortgage	Unrecorded Copy Stamped True/Commitment
510276767	Title Policy	Unrecorded Copy Stamped True/Commitment